

Agreement 96-115  
June 18, 1996

### FREE LIBRARY SERVICES AGREEMENT

By this agreement, made between the County of Plumas (hereinafter "Plumas") and the County of Sierra (hereinafter "Sierra"), it is agreed as follows:

#### Authority

1. Plumas and Sierra make this agreement pursuant to Education Code §19108.

#### Services

2a. Plumas shall provide free library services to Sierra residents through branch libraries at Alleghany, Downieville, Loyalton and Sierra City (hereinafter "stations").

2b. Adult literacy services shall be provided to Sierra County. The full cost of these services shall be borne by the Plumas County Library as long as there is California Literacy Campaign funding under the California Library Services Act ("CLSA") grant ("the Grant") awarded to Plumas County Library for services in Sierra County. In the event that such Grant funds are not available, Plumas County may terminate this agreement upon thirty (30) days prior written notice. In no event, absent prior written agreement with Sierra County, shall Sierra County be liable for any cost associated with the operation of the Adult Literacy Services Program. The foregoing shall not prohibit Sierra County from voluntarily contributing funding for the Literacy Program or any expansion thereof at the sole election of Sierra County.

The funds from this Grant shall be used exclusively for expenses for literacy services in Sierra County; these expenses shall include personnel, budgeted equipment and library materials, and general operating costs, with an administration fee to the Plumas County Library of 10 percent of the total Grant award per year.

The fiscal and administrative agent for the CLSA Grant shall be the Plumas County Librarian until such time as the Grant is no longer awarded for services in Sierra County or upon such time as there is no longer a contract/agreement for library services between Sierra County and Plumas county.

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Copies of all required reports to the California Library Literacy Services Bureau (the State Library's auditing agent for CLSA grants) shall be provided to the Sierra County Board of Supervisors and Auditor; these reports shall include:

- 1) quarterly expenditure and performance reports.
- 2) annual grant renewal applications and budgets.
- 3) grant award and budget approval notifications.

#### **Responsibilities**

3. Plumas shall be responsible for the following direct services:

- a) providing materials to the stations.
- b) shipping materials to and from stations.
- c) hiring and training independent contractors to staff stations.

4. Plumas shall also provide the following indirect services:

- a) processing new books.
- b) processing reimbursements to stations.
- c) handling patron requests and shipments.
- d) supplies.

5. Sierra shall be responsible for providing buildings in which to house stations, and maintaining buildings and grounds for the safety and comfort of patrons and staff. Such responsibility may be met through facility use or lease agreements between Sierra County and public entities or private parties.

#### **Compensation**

6. Sierra shall compensate Plumas each year in an amount equal to five-and-one-half percent (5.5%) of the final budget of the Plumas Free Library, at a total amount per fiscal year not to exceed twenty thousand dollars (\$20,000.00) without the prior written agreement of the Sierra County Board of Supervisors.

Said Sierra County percent shall be computed on the Plumas County Library Budget excluding any and all grant related appropriation, other than Public Library Fund money not to exceed \$10,000 per year.

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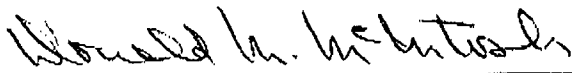
7. Following adoption of the final budget, Plumas shall send to the County Auditor of Sierra an appropriate invoice and a copy of the final budget. Sierra shall pay the invoice in full within thirty (30) days after receipt.

**Term**

8. The term of this agreement shall be for a period beginning July 1, 1996 and ending June 30, 1997. This agreement shall be deemed renewed each year for an additional one-year-term unless either party notifies the other to the contrary, in writing, no later than June 1st of any year.

COUNTY OF SIERRA

APPROVED AS TO FORM:

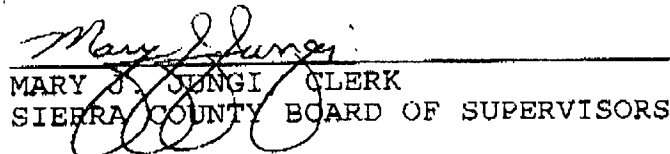


DONALD M. MCINTOSH, CHAIRMAN  
BOARD OF SUPERVISORS



WILLIAM W. PANGMAN  
COUNTY COUNSEL

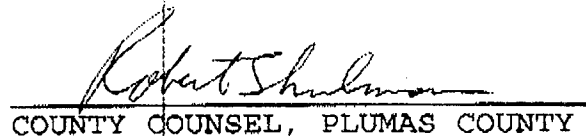
ATTEST:

  
MARY J. JUNG, CLERK  
SIERRA COUNTY BOARD OF SUPERVISORS

COUNTY OF PLUMAS

APPROVED AS TO FORM:

  
CHAIRMAN, BOARD OF SUPERVISORS

  
COUNTY COUNSEL, PLUMAS COUNTY

ATTEST:

  
CLERK  
PLUMAS COUNTY BOARD OF SUPERVISORS